Unity Community Hall & Recreation District
313 Main St., PO Box 74 Unity, Oregon, 97884

City of Unity, Oregon
311 Main St, PO Box ___ Unity, Oregon 97884

INTER-GOVERNMENTAL AGREEMENT

THIS LEASE is made and executed on

_____

by and between

THE UNITY COMMUNITY HALL AND RECREATION DISTRICT,
a special district formed under the laws of the State of Oregon,
herein referred to as Lessor,

and the

CITY OF UNITY,
a municipal corporation of the State of Oregon, herein referred to as Lessee.

Section 1.
Lessor leases to Lessee the real property in the City of Unity, County of Baker, State of Oregon, described in Exhibits A, B & C, which are attached hereto and made a part hereof by reference, to have and hold for a term of ninety-nine years commencing on _____, 2025, subject, however, to Lessee's right to surrender this lease as provided in Section 9 hereof and Lessor's right to rescind this lease as provided in section 10.

Section 2.
Lessee shall pay Lessor (in addition to taxes, assessments, and other charges required to be paid hereunder by Lessee) rent for the demised premises as follows:

a) First Rental Period: For the period ending five years from the date hereof, the sum of:
(**SEE ADDENDUM:** dollars/equivalent per year.)

b) Rental for Subsequent Portion of the Lease: For the next five years of the term of this lease and for each five year term thereafter throughout the term of this lease, there shall be paid a net annual rental to be negotiated by the parties prior to the commencement of said five year period. Such rent shall be paid in annual installments on

or before _____ of each year.

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c) In addition to the rent payable under this section, Lessee shall pay and discharge promptly as the same become due and before delinquency, and assessments whether general or special, of every kind which may be levied or assessed or become a lien on or against the demised premises or any part thereof, or any building or improvements on the demised premises, or any against the leasehold of Lessee during the term of this lease.

Section 3.
Lessor covenants that Lessor is seized of the real property in fee simple and has full right to make this lease and Lessee shall have quiet and peaceful possession of the demised premises during the term hereof.

Section 4.
The demised premises may be used by Lessee for any lawful purpose whatsoever.

Section 5.
All water, gas, electricity, telephone, internet, and other public utility services used on or furnished to the demised premises during the term hereof shall be paid for by Lessee.

Section 6.
Lessee shall keep the state of demised premises free and clear from all mechanics and materialmen's and other liens for worker labor done, services performed, materials, or appliances used or furnished or to be used in or about the prem:, for or in connection with any operations of Lessee, or any alteration, improvement, repairs, or additions which Lessee may make or permit or cause to be made, or any work or construction by, for, or permitted by Lessee on or about the demised premises.

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Section 7.

Lessor shall not be liable for any loss, injury, death, or damage to persons or property which at any time may be suffered or sustained by Lessee or by any person whosoever may at any time by using or occupying or visiting the demised premises, or be in, on, or about the same, whether such loss, injury, death, or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of Lessee or of any occupant, sub-tenant, visitor, or user of any portion of the premises, or shall result from or be caused by any other matter or thing, whether the same kind as or of a different kind than the matters or things set forth above, and Lessee shall indemnify Lessor against all claims, liability, loss, or damage whatsoever on account of any such loss, injury, death, or damage.

Section 8.

If Lessee shall fail or neglect to observe, keep, or perform any of the covenants, terms, or conditions herein contained on its part to be observed, kept, or performed, and such defaults continue for a period of 60 days after written notice from Lessor setting forth the nature of Lessee's default, OR more than 60 days has elapsed beyond the 5 year renewing date listed herein, then, and in any such event, Lessor shall have the right at its option, on written notice to Lessee, forthwith to terminate this lease and all rights or Lessee hereunder shall thereupon cease. Lessor shall, without further notice to Lessee, have the right to immediately enter the demised premises and take possession thereof with or without Process of law and to remove all personal property of the premises and all persons occupying the premises.

Section 9.

Lessee shall have the right, by notice to Lessor given at least 30 days prior to any anniversary date hereof, to terminate this lease and surrender its leasehold interest hereunder and shall deliver possession of the demised premises to Lessor.

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Section 10.

Lessor shall have the right, by notice to Lessee, given at least 30 days prior to stated effective date, to terminate this lease and shall receive possession of the demised premises from Lessee, with or without cause, upon the date prescribed in the aforementioned effective date. Lessor shall, without further notice to Lessee, have the right to immediately enter the demised premises and take possession thereof with or without Process of law and to remove all personal property of the premises and all persons occupying the premises.

Section 11.

Lessor shall maintain control of and unfettered access to Leased property in the following areas:

a.) All adjoining walkways, entries, exits, etc and their adjoining walls/fences/ditches/utilities.

b.) Outside shower/bathroom facilities on the east side of building being leased.

c.) Water & sewer utilities going to and coming from Leased property to include water heater/utilities room access located on the the northeast portion of building being leased herein.

d.) Lessor maintained/owned, stored, keyed, no notice access to building and property in possession of Lessee for the purposes of emergency maintenance, other emergencies & maintaining the obligation of this agreement.

Section 12.

Lessor shall assume all responsibility for the reliability of all on-site sewer and water services for property in possession of both Lessor & Lessee as well as joint use areas but assumes no responsibility nor liability for the duration of any required repairs, nor said duration's effect(s), in order to maintain said reliability.

Section 13.

Time is of the essence of this lease and all of its provisions.

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IN WITNESS WHEREOF,

the parties hereto have executed this lease at Unity, Oregon, the day and year first above written.

BY,

UNITY COMMUNITY HALL AND RECREATION DISTRICT REPRESENTATIVE

_____

Name **Office**

CITY OF UNITY REPRESENTATIVE

_____

Name **Office**

ATTEST

_____

Name **Office**

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ADDENDUM

IN LIEU of paying rent to Lessor, the Lessee agrees to provide Lessor with sever hook-up and service at no fee.

IN ADDITION, Lessee further agrees to provide Lessor with water hook-up and service at no fee.

IN ADDITION, Lessee further agrees to provide Lessor with normal business operations-produced garbage disposal in the city dump at no fee.

IN ADDITION, Lessee further agrees to provide Lessor with electricity services in areas controlled by Lessee at no fee.

IN ADDITION, Lessee further agrees to provide Lessor with seasonal parking lot snow removal services in areas controlled by Lessee at no fee.

IN ADDITION, Lessor agrees to provide Lessee with an executive and public meeting place for all City Council and emergency services related activities – said meetings to be normally held in the downstairs of the Unity Community Hall building - at no fee. Any said meetings, trainings, conferences, etc will be required to be scheduled AT LEAST 30 days prior to the event date; as prescribed and determined on a case-by-case basis, solely at the discretion of Lessor.

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EXHIBIT A:
Approximate Map/Measurement Description (from Google Maps measurements)

50 ft from SW corner to NW corner
heading due N from HWY 26

th due E 70 ft;

th due N 150 ft;

th due W 70 ft;

th due E 150 ft to the starting point

LEASE

EXHIBIT B:
VERNACULAR DESCRIPTION OF LEASE AREA

As per, and as sectioned from, registered property map surveys
of lands held by Unity Community Hall and Recreation District;
in particular regards to the grounds which house the Unity Fire Department;
circa 2025:

North in a line from highway 26, following the east side of the irrigation Ditch
which flows north and south across highway 26, nearly perpendicular to above
mentioned construction,

then turning east, then north, then east; continuing to follow the building foundation
footprint in an ark that results in a southerly direction; following the building
foundation footprint, passed the outside bathroom facilities,

then turning south, following the building foundation footprint
from previous said turning point, back to highway 26 in a straight line.

LEASE

EXHIBIT C:
MAP